<div align="center">REMARKS</div>

I.   Status of claims

Claims 1, 3-7, and 9-20 are pending in this application. Reconsideration of the rejection

is respectfully requested in view of the following remarks.

II.   Claim Rejections

A.   Rejection of Claims 1, 3-6, 14, 15, and 17-20 under 35 U.S.C. §103

Claims 1, 3-6, 14, 15, and 17-20 have been rejected under 35 U.S.C. §103 over U.S.

Patent No. 7,395,239 to Riseman (hereinafter "Riseman") in view of U.S. Patent No. 6,385,594

to Lebda et al. (hereinafter "Lebda") and in further view of U.S. Patent No. 5,870,721 to Norris

(hereinafter "Norris"). This rejection is respectfully traversed.

Applicant notes that in order to establish a *prima facie* case of obviousness of a claimed

invention, all the claim limitations must be taught or suggested by the prior art. *In re Royka*, 490

F.2d 981, 180 USPQ 580 (CCPA 1974). That is, "[a]ll words in a claim must be considered in

judging the patentability of that claim against the prior art." *In re Wilson*, 424 F.2d 1382, 165

USPQ 494, 496 (CCPA 1970); *In re Edward S. Lowry*, 32 F.3d 1579, 1582 (Fed. Cir. 1994).

The Applicant respectfully disagrees with the Examiner's assertion that Riseman teaches

(1) a web site coupled to the network, the web site prompting the customer to enter the loan

information, receiving the loan information, and *merging the loan information with a loan*

application form to produce a loan application. Moreover, the combination of Riseman, Lebda,

and Norris further fails to disclose all of the features of pending independent claims 1 and 6, in

particular: (2) *multiple branch terminals configured for receiving the loan information at*

branch locations, (3) performing a credit check by *sending a loan application to a credit*

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approval agency, (4) *a loan forms database storing forms used in the creation of loan*

documents, and (5) *a loan document creation server coupled to the loan processor computing*

system and the loan forms database, wherein the loan processor computing system, upon

approving the loan application, automatically forwards the loan application to the loan document

creation server, the loan document creation server generating and sending the loan document to

the customer, based on the loan application and the accessed loan forms in the loan forms

database, the loan document creation server sending the loan document to the customer through

one of e-mail, facsimile, the network and a printer coupled to a network.

Regarding (1), the Applicant disagrees with the Examiner's assertion that Riseman

teaches "a web site coupled to the network, the web site prompting the customer to enter the loan

information, receiving the loan information, and *merging the loan information with a loan*

application form to produce a loan application (col. 4, lines 37 through col.5, line 17, fig.1)"

(emphasis added). The section of Riseman cited by the Examiner describes, at most, an

applicant being prompted "to enter information regarding the applicant in step 202 by the display

of the screen illustrated in Fig. 3B" (Riseman, Col.5, lines 7-8). In the claimed invention, a loan

application is created from the loan information so that the application is forwarded both to a

credit agency and to a document server for creation of loan documents. Significantly, the

Examiner has not cited any portion of Riseman that shows loan information being *merged* with a

loan application form to produce a loan application. No document server is taught by Riseman,

and furthermore, the computer running the Mortgage system software (MSS) 106 in Riseman

unilaterally evaluates the entered information and performs all of the processing steps, thereby

eliminating the need for a loan application for forwarding. For example, as set forth in Column

5, lines 31-35, in step 204, the MSS automatically accesses and reviews data regarding the

applicant's credit history. Further, in step 206, the MSS applies underwriting rules and in step

208, the MSS determines whether to approve the loan. In Riseman, therefore, it appears that the

information itself, as entered by the user, comprises the "loan application[.]"

The Examiner further argues that, in Riseman, "the loan information is the information

provided by the applicant, the loan application form is the web form the [*sic*] is accessed via the

lender's web site, and the loan application is the completed loan form after the applicant enters

data and is stored in a database (electronic loan application) (col. 5, lines 23-25)." (Office Action

of Apr. 11, 2011, Page 8). The Applicant respectfully disagrees with the Examiner's

characterization of the prior art. Riseman makes no practical distinction between the information

provided by the applicant, the form accessed by the lender's website, and the completed loan

form. Even accepting the Examiner's definitions, however, in order to teach the limitations of

the present invention, Riseman's "information provided by the applicant" (which Examiner

contends is the same as the present invention's 'loan information') would have to be ***merged***

with the web form accessed via the lender's web site (which Examiner contends is the same as

the present invention's 'loan application form'). While claim 1 of the present invention

describes the receipt of loan information previously entered by an applicant and subsequent

merging of the loan information with a loan application form, Riseman teaches, at most, manual

data entry by an applicant. The Examiner has a duty to address all words of a claim during

examination ("'All words in a claim must be considered in judging the patentability of that claim

against the prior art.' *In re Wilson*, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970)")

(MPEP § 2143.03). The Examiner cannot overlook the requirement set forth in claim 1 that the

loan information and loan application form be received and merged by a web site coupled to a

network.

Therefore, Riseman does not teach "a web site coupled to the network, the web site prompting the customer to enter the loan information, receiving the loan information, and merging the loan information with a loan application form to produce a loan application[.]"

With respect to (2), the Examiner admits that Riseman does not explicitly teach *multiple branch terminals configured for receiving loan information at lender locations*; a network coupled to the customer interface and the lender terminals (Office Action of Apr. 11, 2011, Page 3). The Examiner contends that "Lebda teaches the concept of multiple lenders' terminals configured for receiving loan information at lender locations […] (abstract, figures)[,]" and that "[t]herefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to include this step as taught by Lebda for the obvious reason of making the loan information available to multiple lenders." (Id). The key to supporting any rejection under 35 U.S.C. § 103 is the clear articulation of the reasons why the claimed invention would have been obvious. (MPEP §2143.01) ("Obviousness can be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so"). Thus, "[t]o reject a claim based on th[e rationale that the Prior Art would have led one of ordinary skill in the art to combine prior art reference teachings to arrive at the claimed invention]," the Examiner must articulate, *inter alia*, a "finding that there was some teaching, suggestion, or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings" (MPEP § 2143(G)). Here, the Examiner only states that one of ordinary skill in the art would have combined Riseman and Lebda "for the obvious reason of making the loan information available to multiple lenders" (Office Action of Apr. 11, 2011, Page 3). This is simply a restatement of the Examiner's view of what happens when the references are

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combined, and does not provide the required 'teaching, suggestion, or motivation' to combine

them. Indeed, "[t]he mere fact that references can be combined or modified does not render the

resultant combination obvious unless the results would have been predictable to one of ordinary

skill in the art" (MPEP § 2143.01(III)). The Applicant respectfully contends that the Examiner

has made no finding of any such teaching, suggestion, or motivation, and thus the teachings of

Riseman and Lebda are not properly combinable.

Moreover, the Examiner's proposed modification of Lebda "would render the [invention

of Lebda]…unsatisfactory for its intended purpose" and thus "there is no suggestion or

motivation to make the proposed modification" (MPEP § 2143.01(V)). One of the purposes of

Lebda is "…to provide a fast, convenient process to apply for credit *from a large number of*

lending institutions" (Lebda, Col. 1, lines 49-50) (emphasis added). The claims of the present

invention, however, require *multiple branch terminals* configured for receiving loan information

at lender locations. Despite the Examiner's statements to the contrary (Office Action of Apr. 11,

2011, Page 11) ("Examiner interprets plurality of lending institutions as 'branch locations

[…]'"), one of ordinary skill in the art would understand multiple branch terminals, in light of

the specification, to be part of the same larger lending institution. Indeed, the specification of the

present invention actually explains, "*[a] single bank will typically service and process loan*

applications from many customers in many locations (e.g., branches)" (See Page 1, lines 18-19

of present specification) (emphasis added). The purpose of Lebda, in contrast, is to apply for

credit at numerous lending institutions. Thus, using Lebda as a reference to teach multiple

terminals within a single lending institution renders Lebda unsuitable for its intended purpose.

Accordingly, Lebda fails to disclose multiple branch terminals configured for receiving the loan

information as required by the pending claims.

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For the reasons discussed above, the prior art does not teach multiple branch terminals configured for receiving loan information at lender locations; a network coupled to the customer interface and the lender terminals.

The prior art also fails to disclose (3) performing a credit check by **sending a loan application to a credit approval agency**. Riseman, at most, collects information from a credit agency, but does not send a loan application to another entity. Norris also fails to disclose this feature. The Office Action references Column 6, lines 8-45 of Norris. However, this section is not relevant to the claimed feature of **sending the loan applicant to a credit approval agency**. Instead, this section refers to internal analysis by the neural network once information from the credit bureau is received. Moreover, Column 4, lines 35-56 describe the credit approval process. **Norris does not send the loan application to the credit bureau.** Rather, Norris sends the applicant's name, address and social security number to the credit bureau. Applicant's specification on page 7, line 22 through page 8, line 6 describes the claimed process, which differs from merely sending the applicant's name to obtain a credit report. When sending the application to the credit bureau as claimed, the bureau may have a "loan decisioning calculator which determines whether the customer 88 has enough income…". (See page 8, lines 1-10 of present specification). To make this determination, the bureau would need more than the applicant's name and social security number, which are the only items of information obtained by Norris before the credit bureau is consulted. (See Col. 5, line 60 through Col. 6, line 7 of Norris). Furthermore, the specification provides that the loan information (which is later merged with the loan application form to produce the loan application) may include "for example, the customer's name, address, income, social security number, desired amount of loan, loan term, monthly expenses, employment, etc." (See Page 2, lines 2-5 of the present specification). The

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Examiner notes this difference between the prior art and the present invention, but states that

"[i]n the absence of specific limitations defining what constitutes a loan application, the 'loan

application' are [*sic*] given the broadest reasonable interpretation" (Office Action of Apr. 11,

2011, Page 9). The Applicant respectfully disagrees. "During patent examination, the pending

claims must be 'given their broadest reasonable interpretation ***consistent with the specification***'"

(MPEP § 2111) (emphasis added). Therefore, the pending claims must be read in light of the

specification, which in this case clearly presumes that the loan application sent to the credit

approval agency will include information beyond a loan applicant's name and social security

number.

In response to the Examiner's further arguments that Norris teaches sending the loan

applicant to a credit approval agency through requiring a user to enter name, address, and social

security number, the Applicant respectfully disagrees (Office Action of Apr. 11, 2011, Page 10).

The difference between the present invention and the prior art is not, as the Examiner suggests, a

difference in content, or nonfunctional descriptive material. The "real time" loan approval

system described in Norris is intended to provide a faster, more convenient method of obtaining

"…smaller loans, those above credit-card limits but still below a level where there might be a

significant concern of the ability of the lender to repay the loan" (Norris, Col.1, lines 60-62).

That Norris only teaches a very minimal requirement with regards to an applicant's information

disclosure, therefore, accords with the purpose and teachings of Norris. There is a clear

difference between the transfer of basic information in Norris, and the loan application as

described in the specification and claims of the present invention. Therefore, the transfer of

basic information from the user to the 'neural network' of Norris simply does not teach

performing a credit check by sending a loan application to a credit approval agency, as

contemplated in the pending claims.

Similarly, the Applicant respectfully disagrees with the Examiner's statement that "it

would have been obvious to one of ordinary skill in the art at the time of the invention to modify

Riseman and Lebda…to include these features as taught by Norris for the obvious reason of

ensuring that the applicant is credit worthy and for speedy transmittal of all related and necessary

documents between the lender and the customer which are normally accomplished by traditional

methods" (Office Action of Apr. 11, 2011, Page 4). As explained above, the key to supporting

any rejection under 35 U.S.C. § 103 is the clear articulation of the reasons why the claimed

invention would have been obvious. (MPEP §2143.01) ("Obviousness can be established by

combining or modifying the teachings of the prior art to produce the claimed invention where

there is some teaching, suggestion, or motivation to do so"). The Examiner's reasoning focuses

on why it may be generally desirable to have an efficient electronic system for running a credit

check. The Applicant respectfully contends that this is not a statement showing motivation to

combine or modify the prior art into a system whereby the loan processor computing system

receives the loan application and automatically performs the credit check on the customer based

on the loan application. Indeed, as described above, the prior art repeatedly notes the current

inefficiencies and need for streamlining, in the loan approval process (Riseman, Col.1, lines 13-

14) ("The application process for secured loans has traditionally been a protracted and inefficient

process") (see also Lebda, Col.1, lines 34-45; Norris, Col. 1, lines 47-52). These references,

therefore, do not teach or suggest sending a loan application to a credit approval agency.

The Examiner also argues that the MSS's performance of all the processing steps in

Riseman (Supra at Pages 10-11) does not matter because "one of ordinary skill in the art would

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recognize the advantage of sending the application to a credit agency (another application or

processor for determining whether the customer should receive a loan based on the credit report

rather than having the MSS take that decision") (Office Action of Apr. 11, 2011, Pages 8-9).

However, the very purpose of the invention described in Riseman is to reduce the number of

steps requiring in securing a loan: "For the applicant, the protracted nature of the process both

delayed the applicant's receipt of the loan proceeds and complicated efforts to compare the terms

offered by multiple lenders. For the lender, the involvement of multiple employees with a single

loan application dramatically increased the number of man hours necessary to complete a loan,

thereby decreasing the lender's profit margins. Moreover, the lack of knowledge of the salesman

of the lender's underwriting standards tended to result in the salesman's offer of terms

unacceptable to the lender, resulting in further delays." (Riseman, Col. 1, lines 38-48).

Accordingly, modifying the MSS of Riseman to not perform the tasks associated with it "would

render [Riseman]…unsatisfactory for its intended purpose" and thus "there is no suggestion or

motivation to make th[is] proposed modification" (MPEP § 2143.01(V)).

Therefore, the prior art references, even if combined, do not teach performing a credit

check by sending a loan application to a credit approval agency.

Riseman and Norris both fail to specifically disclose (4) *a loan forms database storing

forms used in the creation of loan documents*. The Examiner admits that "Riseman and Lebda

do not teach…a loan forms database storing forms used in the creation of loan documents[,]" but

then does not cite any part of Norris to cure this deficiency. (Office Action of Apr. 11, 2011,

Page 3). The Examiner simply argues that "closed loop" system of Norris "means that **all** the

steps involved in loan processing, including the [step of completing the loan application]…can

be done without human intervention (col. 2, lines 3-7)" (Office Action of Apr. 11, 2011, Page

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11). Although the process of Norris results in the output of documents, Norris fails to provide

any description whatsoever as to how these documents are created. Nowhere does Norris

disclose the storage of forms, or teach that the loan documents are created as part of this system.

One of ordinary skill in the art could not understand Norris to actually teach how loan forms

should be created, used, and directed within the system, because Norris does not even mention in

passing the creation of such documents in the first instance. Therefore, with regards to a loans

form database storing forms used in the creation of loan documents, Norris is not enabling prior

art (MPEP §2121) ("A prior art reference provides an enabling disclosure and thus anticipates a

claimed invention if the reference describes the claimed invention in sufficient detail to enable a

person of ordinary skill in the art to carry out the claimed invention […]").

Therefore, the prior art does not teach a loan forms database storing forms used in the

creation of loan documents.

Norris fails to disclose (5) *a loan document creation server coupled to the loan*

processor computing system and the loan forms database, wherein the loan processor

computing system, upon approving the loan application, automatically forwards the loan

application to the loan document creation server, the loan document creation server generating

and sending the loan document to the customer, based on the loan application and the accessed

loan forms in the loan forms database, the loan document creation server sending the loan

document to the customer through one of e-mail, facsimile, the network and a printer coupled to

a network. Although Norris ultimately provides these documents to the customer, this step is not

described as being part of the closed loop automated process of Norris. Thus, it is assumed that

Norris also generates these documents using traditional methods. As set forth in the title of

Norris and throughout the specification, the automated process of Norris is directed to loan

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approval. Document origination is not addressed in the disclosure of Norris. Thus, Norris fails

to disclose a loan document creation server that generates documents by accessing a forms

database upon receiving the approved loan application from the loan processor computer system.

The Examiner's assertion that "Norris teaches if the user has a personal computer…an

'electronic file of documents' can be transmitted to the user (col.4, lines 61-63)" is immaterial to

the limitations of the pending claims (Office Action of Apr. 11, 2011, Page 4). Claim 1 requires

that the loan document creation server access the loan forms database and automatically generate

and send the loan document to the customer, based on the loan application and the accessed loan

forms in the loan forms database. Norris's disclosure of a vague electronic exchange of "the

documentation" (Norris, Col. 4, line 57) does not teach sending a "loan document" to the

customer in the manner described and claimed in the present invention. To the extent that the

Examiner still believes Norris to disclose this claim limitation, the Applicant submits that Norris

is not enabling prior art (MPEP §2121) ("A prior art reference provides an enabling disclosure

and thus anticipates a claimed invention if the reference describes the claimed invention in

sufficient detail to enable a person of ordinary skill in the art to carry out the claimed invention

[…]").

Therefore, the prior art does not teach a loan document creation server coupled to the

loan processor computing system and the loan forms database, wherein the loan processor

computing system, upon approving the loan application, automatically forwards the loan

application to the loan document creation server, the loan document creation server generating

and sending the loan document to the customer, based on the loan application and the accessed

loan forms in the loan forms database, the loan document creation server sending the loan

document to the customer through one of e-mail, facsimile, the network and a printer coupled to

a network.

Accordingly, Norris and Lebda fail to obviate the above-described deficiencies of

Riseman: (1) a web site coupled to the network, the web site prompting the customer to enter the

loan information, receiving the loan information, and merging the loan information with a loan

application form to produce a loan application, (2) multiple branch terminals configured for

receiving the loan information at branch locations, (3) performing a credit check by sending a

loan application to a credit approval agency, (4) a loan forms database storing forms used in the

creation of loan documents and (5) a loan document creation server coupled to the loan processor

computing system and the loan forms database, wherein the loan processor computing system,

upon approving the loan application, automatically forwards the loan application to the loan

document creation server, the loan document creation server generating and sending the loan

document to the customer, based on the loan application and the accessed loan forms in the loan

forms database, the loan document creation server sending the loan document to the customer

through one of e-mail, facsimile, the network and a printer coupled to a network.

Before considering what would be obvious to one of ordinary skill in the art at the time of

the invention, the art must teach or suggest the claim limitations (See MPEP §2143). Thus, even

if combined, Riseman, Lebda, and Norris would not have resulted in the invention of claim 1.

"During patent examination, the PTO bears the initial burden of presenting a *prima facie* case of

unpatentability." *In re Glaug*, 283 F.3d 1135, 62 U.S.P.Q.2d 1151, 1152 (Fed. Cir. 2002).

Accordingly, a *prima facie* case of obviousness cannot be established here. "To support the

conclusion that the claimed combination is directed to obvious subject matter, either the

references must expressly or impliedly suggest the claimed combination or the Examiner must

present a convincing line of reasoning as to why the artisan would have found the claimed

invention to have been obvious in light of the teachings of the references." *Ex parte Clapp*, 227

U.S.P.Q. 972, 973 (Bd. Pat. App. & Int.. 1985). The references applied in the Office Action fail

to suggest the claimed invention for at least the reasons herein set forth with regard to each

claim.

Furthermore, no motivation would have existed to modify Riseman with the disclosures

of Norris and Lebda. As set forth above, neither Norris nor Riseman provides a system for

generating loan documents. Instead, both references disclose systems for obtaining loan

approval and contain no reference to document generation. Because the two references merely

disclose different processes for performing the same action (loan approval), no purpose would

have been served by combining them. Lebda discloses a process for coordinating loan

qualification between multiple lending institutions. The disclosure of Lebda is therefore not

relevant to the disclosures of Riseman or Norris, or to the claimed invention. While Riseman

and Norris address the loan approval process, coordination between lenders is not discussed.

Thus, the combination of the teaching of Riseman, Norris, and Lebda is insufficient to

establish a *prima facie* case of obviousness against claim 1 because the combination of

references fails to disclose each claimed feature and because no motivation would have existed

to combine the references. Independent claim 6 sets forth similar limitations to those set forth

above with respect to claim 1 in method form and therefore defines over the art of record for

reasons parallel to those set forth above with respect to claim 1. Claims 3-5, 14, 15, and 17-20

depend from claims 1 and 6, and define over the art of record for at least the reasons set forth

above with respect to claims 1 and 6. Accordingly, withdrawal of the rejection under 35 U.S.C.

§103 is respectfully requested.

B.   Rejection of Claims 7-13 and 16 under 35 U.S.C. §103

Claims 7-13 and 16 have been rejected under 35 U.S.C. §103 over Riseman, Lebda, and Norris and in further view of U.S. Patent No. 5,740,035 to Cohen. This rejection is respectfully traversed.

Cohen fails to obviate the deficiencies of Riseman, Lebda and Norris noted above. Independent claim 7 defines over the art of record for at least the reasons set forth above with respect to claim 1 and additionally includes the features of analyzing the received loan information for completeness and prompting the customer if the received loan information is incomplete.

Moreover, Cohen, which has nothing to do with a loan approval and document origination system, or even with loan systems more generally, is not "analogous prior art" with regards to the present invention (MPEP § 2141.01(a)). Rather, Cohen is directed toward "[s]elf-administered survey devices includ[ing] a display, an input device, a memory and a control device which controls the display to show at least" (Cohen, Abstract). A reference in a field different from that of Applicant's endeavor is "reasonably pertinent" if it is one which, because of the matter with which it deals, "logically would have commended itself to an inventor's attention in considering his or her invention as a whole" (MPEP § 2141.01(a)). There is nothing, in the Office Action or otherwise, to suggest that a reference directed completely towards self-administered surveys would logically have commended itself to an inventor of an loan document origination system's attention in considering the loan document origination system as a whole. As non-analogous art, Cohen is not a proper prior art reference against the present application.

The Examiner submits that "Riseman, Lebda and Norris do not explicitly teach analyzing

the received loan information for completeness and prompting the customer if the received loan

information is incomplete; sending a check to the customer, the check corresponding to the loan

contract, receiving the check and cashing a check whereby cashing the check indicated

acceptance by the customer of the terms listed in the loan document, checking the validity of the

check" (Office Action of Apr. 11, 2011, Page 6). However, the Examiner contends, these claim

elements are taught through a combination of Riseman and Norris (teaching electronic transfers

of funds), Lebda (verification that the application is correct), and Cohen (analyzing received

information for completeness and prompting the user if the received information is incomplete).

Even combined, these references fail to disclose important parts of this claim element, such as:

sending a check to the customer, the check corresponding to the loan contract, receiving the

check and cashing a check whereby cashing the check indicates acceptance by the customer of

the terms listed in the loan document, checking the validity of the check.

The Examiner further takes official notice "that substituting EFT for a physical check and

cashing the check to indicate acceptance by the customer of the terms listed in the loan

document, checking the validity of the check and verifying the customer account by sending a

test transaction are old and well known" (Office Action of Apr. 11, 2011, Page 7). The assertion

of Official Notice is respectfully traversed. In the presently pending claims, the applicant

requests production of prior art to show that all of the features subject to Official Notice were

indeed known in the art at the time of the invention, as the Applicant does not possess certain

knowledge that these facts were indeed old and well known at the time of the invention.

Official Notice without documentary evidence to support an examiner's conclusion is

permissible only in some circumstances (MPEP § 2144.03). While "official notice" may be

relied on, these circumstances should be rare when an application is under final rejection.

Official Notice unsupported by documentary evidence should only be taken by the examiner

where the facts asserted to be well-known, or to be common knowledge in the art are capable of

instant and unquestionable demonstration as being well-known. As noted by the court in *In re*

Ahlert, 424 F.2d 1088, 1091, 165 USPQ 418, 420 (CCPA 1970), the notice of facts beyond the

record which may be taken by the examiner must be "capable of such instant and unquestionable

demonstration as to defy dispute" (citing *In re Knapp Monarch Co.*, 296 F.2d 230, 132 USPQ 6

(CCPA 1961)).

It would not be appropriate for the examiner to take official notice of facts without citing

a prior art reference where the facts asserted to be well known are not capable of instant and

unquestionable demonstration as being well-known. For example, assertions of technical facts in

the areas of esoteric technology or specific knowledge of the prior art must always be supported

by citation to some reference work recognized as standard in the pertinent art. *In re Ahlert*, 424

F.2d at 1091, 165 USPQ at 420-21. *See also In re Grose*, 592 F.2d 1161, 1167-68, 201 USPQ 57,

63 (CCPA 1979). Furthermore, courts have rejected the notion that "judicial or administrative

notice may be taken of the state of the art. The facts constituting the state of the art are normally

subject to the possibility of rational disagreement among reasonable men and are not amenable to

the taking of such notice." *In re Eynde,* 480 F.3d 1364, 1370, 178 USPQ 470, 474(CCPA 1973).

Furthermore, as Applicant challenges herein the assertions of Official Notice as improper

and as not properly based on common knowledge, the Examiner must support the finding with

adequate evidence. If the Examiner is relying on personal knowledge to support the finding of

what is known in the art, the Examiner must provide an affidavit or declaration setting forth

specific factual statements and explanation to support the finding. See 37 CFR 1.104(d)(2).

Therefore, with regards to claim 7, Cohen and Official Notice fail to remedy the deficiencies of Riseman, Lebda, and Norris. Claims 9-13 and 16 depend from claim 7 and therefore define over the art of record for at least the reasons set forth above with respect to claims 1, 6, and 7. Withdrawal of the rejection is respectfully requested.

III.   Conclusion

        As set forth above, Applicants respectfully submit that all claims are in condition for

allowance. Withdrawal of all rejections and prompt passage to issuance are earnestly requested.

In the event Applicants have overlooked the need for an extension of time, payment of fee, or

additional payment of fee, Applicants hereby petition therefore and authorize that any charges be

made to Deposit Account No. 50-4494.

        Should the Examiner have any questions regarding any of the above, the Examiner is

respectfully requested to telephone the undersigned at 202-346-4306.

Dated: June 9, 2011

                                        Respectfully submitted,

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